

No 123 170-1320C
Chattel Mortgage
~~Bill of Sale~~

Jas Carmichael

To

C. Murray

Sinclair & Patterson,

Filed 10 AM 1st Nov. 1890

Wm Ferguson
Rep

This Indenture made this thirty first day of October A.D. 1890 Between James Carmichael of Fishers Grant in the County of Hecou Roman of the one part and Charles Ernest Murray of New Glasgow in the said County Merchant of the other part

Whereas the said Charles Ernest Murray has advanced and agreed to advance to the said James Carmichael value to the amount of three hundred dollars and it has been agreed between the said Charles Ernest Murray and the said James Carmichael that as the said debt now due by the said James Carmichael to the said Charles Ernest Murray or part thereof maybe paid off and satisfied from time to time that the said Charles Ernest Murray will make farther advances from time to time in goods supplies or otherwise up to and not exceeding the said sum of three hundred dollars in the discretion of the said Charles Ernest Murray and the said James Carmichael has agreed to secure the said Charles Ernest Murray for such present debt and future advances by a chattel mortgage of all the goods chattels and

mortgage of all the goods chattels and
assets referred in the schedule hereto
annexed a mortgage on certain real
estate of the said James Carmichael in
favor of the said Charles Ernest Murray
having also been executed this day
collaterals herewith -

Now This Indenture Witnesseth
that for and in consideration of the
premises and of such sum or sums as

are now due and owing or may hereafter
become due and owing by the said James
Carumichael to the said Charles Earnest
Murray for future advances or otherwise
and to secure the payment of all debts
or claims due and hereafter to be due
by the said James Carumichael to the
said Charles Earnest Murray and as
collateral security as aforesaid he the
said James Carumichael doth grant bargain
sell transfer and set over unto the said
Charles Earnest Murray his executors
administrators and assigns all and
singular the goods chattels credits and
assets mentioned and referred to in the
schedule hereunto annexed To Have and
To Hold the same and every part thereof
to him the said Charles Earnest Murray
his executors administrators and assigns
forever so that neither the said James
Carumichael or any person or persons in
his name having any interest in the said
goods chattels property and effects shall
or will claim or demand the same at any
time or times hereafter forever

Provided that if the said James

Provided that if the said James
Carroll do well and truly pay unto
the said Charles Ernest Murray his
executors administrators and assigns at
any time when requested so to the
sum or sums that may at the date of
such request be in any wise due owing
or payable by the said James Carroll
to the said Charles Ernest Murray with
interest thereon at the rate of seven per
centum per annum to be computed from

the date hereof and the respective dates of such
advances and all costs charges and expenses
which the said Charles Ernest Murray may
lawfully incur in the collection thereof
and do and perform all and singular the
things covenanted to be done in this
indenture then these presents shall be
void otherwise the same shall be and
remain in full force and effect. And it is
hereby covenanted and agreed by and
between the parties hereto that if the said
James Carmichael shall fail to pay the said
principal and interest as aforesaid or any
sum or sums that may become due from him
when demanded then forthwith it shall
be lawful for the said Charles Ernest Murray
his executors administrators or assigns
to enter into the premises of the said James
Carmichael and take possession of the
said goods chattels and effects and all
books of account and other evidences of
debt and remove the same and sell and
dispose thereof without hindrance or
disturbance of or from or by the said James
Carmichael or any person or persons
lawfully claiming the same or any
part thereof And it is further hereby

lawfully claiming the same & every
part thereof And it is further hereby
Covenanted and agreed by and between
the parties hereto that this said Chattel
mortgage covers and is an encumbrance
upon the goods chattels and assets sub
sequently to be acquired in substitution
for and in addition to the goods chattels
and assets mentioned in said schedule
hereto annexed. In witness Whereof the party
hereto hath hereunto subscribed his hand and
seal on the day of the date hereof
Sealed and } James Carmichael

in presence of)
J. Patterson



Schedule "A"

All the dry goods groceries provisions and the goods and Chattels of every kind and description now being or to be in during the continuance of this security may be in or upon the premises of the mortgagor at Fishers Grant such premises being more particularly described in a Mortgage of real Estate between the said parties bearing even date herewith and also all the dry goods groceries, provisions and goods and Chattels of every kind and description which may hereafter be purchased by the said mortgagor from the mortgagor or otherwise during the continuance of this security wherever situated, and also all book debts due and owing or to become due and owing to the mortgagor during the continuance of this security as if the same were specially mentioned and described herein.

All the following goods and chattels situate in the dwelling house of the mortgagor at said Fishers Grant, viz 2½ doz Chairs, 4 tables, 5 beds, 1 Wauzer sewing machine, 1 Cook stove and all pictures, Carpets and house hold furniture contained in said house. James Carmichael

Canada Province of Nova Scotia
County of Pictou. S.S.

I James Carmichael of Fishers Grant in the County of Pictou do hereby make oath and say

1. I saw the mortgagor mentioned in the foregoing Chattel Mortgage.
2. The amounts set forth in said mortgage and the agreements therein referred to as being the consideration therefor are justly and honestly due and owing and to become due and owing by the mortgagor to the mortgagee and the said Chattel Mortgage was executed in good faith and not for the

2. The amounts set forth in said mortgage and the agreement
to as being the consideration therefor are justly and honestly due and owing and to
become due and owing by the mortgagor to the mortgagee and the said Chattel
Mortgage was executed in good faith and not for the
purpose of protecting the property therein mentioned against
the creditors of me the mortgagor or of preventing the said
creditors from obtaining payment of any claims
against me

I further say that the said Chattel Mortgage truly sets
forth the agreement entered into between the
parties and truly states the extent of the liability
intended to be created and covered by said mortgage
and that such mortgage was executed in good faith
and